(*b*) Earnest money paid by the unsuccessful bidders will be returned after the close of the sale.

3 Departmental measurements and classifications must be accepted as final.

4 The sales-tax of Re. 0-0-3 only per rupee of revenue on the entire sale amount be paid in full by the highest bidder at the close of the sale.

5 The decision of the Sale Conducting Officer at the time of the sale is not questionable.

6 Defaulters of previous sale will not be permitted to bid.

7 Defaulters' timber will also be sold at their risk.

8 Other conditions are the usual depot conditions and can be had from the District Forest Officer on any working day.

1521

Re-sale Notification dated 23rd May 1952.

Re-sale of M.F.P. lease 1952-54, Cane 1952-54 Honge lease 1952-54, etc.

It is hereby notified for the general information of the public that the undermentioned leases will be resold on 14th June 1952 at the District Forest Office, Chikmagalur, at 10 A.M. by the undersigned. The details of conditions, etc., are as per original sale notifications, which if required may be had on application.

Sl. No.	Name of lease	Period of lease	Lease area
1	M.F.P. Lease (exclusive right of collecting Minor Forest Produces on all Government unoccupied lands and plantations from the date of confirmation of sale to end of 31st March 1954. For further particulars, please refer to notification No. S. 81-8-72—51-52, dated 5th January 1952, published on pages 46-48, Part VI of the *Mysore Gazette* of 17th January 1952.)	1952-54	(a) Kadur Taluk (b) Chikmagalur Taluk (c) Mudigere Taluk
2	Cinnamon lease	Do	(a) Mudigere Taluk (b) Koppa "
3	Wood oil lease	Do	(a) Koppa " (b) Mudigere "
4	Cane lease	Do	(a) Koppa " (b) Mudigere "
5	Honge lease	Do	(a) Koppa " (b) Mudigere "
6	Right of cutting and removal of grass in reserved areas.	Do	(a) Koppa " (b) Mudigere "
7	Right of collecting daily grazing fee at the Frontier Toll-gate.	Do	(a) Mudigere "

K. M. SUBBAYYA,
D. F. O.

1522

BUILDINGS DIVISION, BANGALORE.

Notification.

Tenders are invited for running a canteen in the premises of Fort High School, Bangalore, under the following conditions for a period of two years from 16th June 1952.

1. The last day of receiving the tenders is 2nd June 1952 by 4 P.M.

2. The tenders should be accompanied by a Treasury Chellan for having paid Rs. 200 towards earnest money for the tender which should be superscribed as "Tender for Running a Canteen in the premises of Fort High School, Bangalore," The amount should be credited to "1—Payments into Treasury by P.W.D. Officers, Buildings Division," in the Treasury Accounts, without which the tenders will not be considered.

3. The monthly rate offered should be expressed in words as well as in figures distinctly and any corrections therein should be attested by full signature of the tenderer.

4. The name of successful tenderer will be notified on the notice board of the office on publication of which the unsuccessful tenderers may get back their earnest money.

5. Within three days from the notification of the successful tenderer's name, he should deposit six months' rent in advance and also execute a Lease Deed on a ten-anna stamp paper, binding himself to abide by the conditions of the contract, failing which, the earnest money will be forfeited to Government and the canteen disposed off on fresh tenders at his risk.

6. The lessee should pay the monthly rent on the 5th of every month failing which a fine of Rs. 5 will be levied for every week's delay or fraction thereof.

No delay in payment of rent will be countenanced and if the rent is not paid in any month, the contract will forthwith be cancelled and the earnest money and the advance of rent will be forfeited to Government.

7. The contractor should also give an undertaking to the effect that in the event of default, the arrears may be recovered from him as arrears of Land Revenue under Section 192 of Land Revenue Code.

8. The final acceptance of the tender will rest with the Government in the Public Works Department.

9. The right of running the canteen shall be for a period of two years from the date of acceptance. This right shall not be transferred or sublet to any other person.

10. No alterations shall be effected in the building without the written permission of the undersigned or other officers authorised by him. The lessee shall be responsible for all the electric and other fittings in the building and the club and surroundings will be kept clean by him.

11. He will provide his own stock of decent furniture and pay for light, water, sanitary cess bills and also the municipal taxes of the premises.

12. The building shall not be used for dwelling purposes. Electric cooking ranges shall be arranged for by the tenderer. Needful provisions will however be made to draw the Electric Power to the Kitchen.

He should put up the necessary platforms and lead the smoke to the chimney.

13. The proprietor shall employ properly clothed and trained attendants and should be bound to supply clean and wholesome preparations. The equipment of furniture shall be on the lines approved by Government.

14. It is entirely the responsibility of the proprietor to get the required License and Ration Cards for serving the Canteen and this office will not interfere in the matter.

15. In the event of the tenderer failing to execute the required lease deed, the above conditions are to be held legally binding and enforcible in a court of law even in the absence of a regular lease deed.

1419

Notification.

Tenders will be received in the Office of the Executive Engineer, Buildings Division, Bangalore, up to 4 P.M. on 23rd June 1952, for the following work :—

Name of work	Amount of estimate	Earnest money
	Rs.	Rs.
Construction of first floor on the Primary School Building, Bangalore.	30,000	1,500

1. Each tender must be accompanied by a duplicate chellan for having deposited the earnest money noted against the work into the Treasury to the credit of "40 (1) Payments into the Treasury by P.W.D.", in default of which, the tender will be rejected.

2. Only on acceptance of one of the tenders, the earnest money of the rejected tenders will be returned.

3. Copies of the contract documents, schedule and drawings may be seen at the Office of the Executive Engineer, Buildings Division, Bangalore, on all working days between 11 A.M. and 5 P.M.

4. The tenderer need only mention the rates for each item of work of the abstract estimate both in words and in figures, at which he is willing to undertake the work. The total cost of each item of work together with the grand total of each work should also be noted in the tender.

5. Tenders submitted in other than the prescribed form will be rejected, the prescribed form being available at the Division Office on payment of Re. 0-4-0 per copy.

6. The detailed clauses defining the conditions of the tender can be seen at the Office of the Executive Engineer, Buildings Division, Bangalore.

7. Items not provided for in the estimate will be paid as per schedule of rates or as per data worked out, if not provided for in the schedule of rates during the time of execution.

8. The sealed tenders received for the above work will be opened in the presence of such of those tenderers who will be present at that time.

9. If the work is not completed and handed over within the specified period, a fine of Rs. 50 will be levied for every fortnight's delay.

10. The final acceptance or recommendation for acceptance will rest with the Executive Engineer, Buildings Division, Bangalore. The successful contractor should bind himself to abide by the departmental rules in force and execute the necessary *mutchalika* on receipt of intimation of acceptance of his tender, failing which, his earnest money will be forfeited.

11. Under no circumstances will a father and his son or other close relations be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both the parties liable for rejection.

12. The submission of a tender by a contractor implies that he has read this notice and the conditions of the contract and has made himself aware of the scope and specifications of the work to be done and of the schedule of rates, etc.

13. In all matters of disputes about rates, measurements, quantity and quality of work, etc., and in all other disputes of any kind, the decision of the Chief Engineer for Roads and Buildings in Mysore, Bangalore, will be final and legally binding.

14. The rates quoted shall hold good if the tender is accepted within six months from the date of tender and shall thereafter be binding for the execution of the entire work.

15. The contractors will please note that the conditions will in no case be relaxed.

16. Those who cannot abide by the conditions need not tender.

17. The work should be completed within *twelve months* from the date of issue of work order.

18. Tendered contractor has to pay compensation to the disabled workmen working under him for any injury caused during the execution of this work, failing which, the amount will be deducted from the bills and paid to the injured.

19. Sales-tax will be recovered at the prescribed rate on all works bills.

20. The successful contractor should produce the Incometax Clearance Certificate from the Income-tax Commissioner without which the work will not be given to him.

M. H. MANCHIGAIAH,
1514 *Executive Engineer.*

GOVERNMENT OF MYSORE—ELECTRICAL DEPARTMENT.

OFFICE OF THE EXECUTIVE ENGINEER, ELECTRICAL DIVISION, BANGALORE.

Notification dated 23rd May 1952.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Electrical Division, Bangalore, up to 2 P.M. on 13th June 1952, for the work detailed below:—

Name of Work	Approximate amount of estimate	Tender deposit	Period for completion of work	Minimum monthly progress required
	Rs.	Rs.		Rs.
AT DEVANAHALLY (C.P.L.) Constructing one block of Lower Subordinates' Quarters as per Drg. G. 473 (Mod.) at Devanahally.	6,000	300	4 months	1,500

The tenders will be opened in public at 2 P.M. on 13th June 1952. The work should be completed and handed over to the Department in a tidy condition within the period noted and the monthly progress should not be less than the amount specified against each work, failing which, penalty as per agreement or departmental rules in force at the time will be enforced.

The plan, detailed estimate and the conditions may be seen at the Offices of the Executive Engineer, Electrical Division, Bangalore, the Assistant Engineer, No. 2 Electrical Sub-Division, Bangalore, or the Offices of Power and Lighting of this Department for works in their sections on all working days during the office working hours.

Tenders are to be submitted in the prescribed forms only which can be had from this office on payment of annas four per set of forms for each work. The forms can also be had from the Assistant Engineer, No. 2 Electrical Sub-Division, Bangalore, or through post direct to intending tenderer, provided the cost of forms *plus* postal charges, in case forms to be sent by post, is paid in cash and requisition be given well in advance. This office will not be responsible for delay or non-delivery of tender forms sent by post.

Each tender must be accompanied by a deposit specified as earnest money. The earnest money has to be paid in cash to this office or any Power and Lighting Office of this Department and the receipt enclosed to the tender.

No tender will be received without deposit and no adjustment can be made from the pending bills or the deposits of other works towards the tender deposit of this work.

The final acceptance of any tender will rest with the Superintending Engineer, Electrical Circle, Bangalore, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender, who also reserves the right to accept or reject any portion of the tender.

Within eight days of the award of the tender, the successful tenderer will be required to execute the usual contract bond, in default of which his tender will be considered cancelled and his earnest money forfeited. The work should be started within a week from the date of acceptance.

On acceptance of one of the tenders, the earnest money on rejected tenders will be returned either in this office or through the Assistant Engineer or any of the Power and Lighting Offices of this Department, on the tenderer submitting refund bill surrendering the original receipt granted.

The contractor has to make his own arrangements at his cost for water required for construction, quarries supply and transport of materials. This department does not undertake to provide lorries.

Specifications for Civil Engineering Works are those recognized by the Public Works Department of Mysore and Marryot's Specifications (P.W.D. Hand-book, Bombay).

Only controlled articles like steel and cement, etc., will be supplied by the Department at the nearest departmental stores at controlled rates *plus* incidental charges at 15 per cent or other percentage as per departmental rules in force at the time of issue of the materials.

The contractor himself should pay royalties, tolls, Sales-tax and any other tax that may be prescribed by Government from time to time and furnish Income-tax Clearance Certificate before execution of the work.

The contractor shall be bound by the conditions of the schedule of contract of the Electrical Department.

M. S. MADHAVA RAO,
174 *Executive Engineer.*